

## DIVISION OF PURCHASES AND SUPPLY

1111 E. BROAD STREET, P. O. BOX 1199  
RICHMOND, VIRGINIA 23219-1199

1. DATE: .....December 17, 2012
2. COMMODITY NAME: .....1/2 Ton Pickup Trucks, Flex Fuel
3. COMMODITY CODE: ..... 07202
4. CONTRACT NUMBER: ..... E194-72779
5. CONTRACT PERIOD: .....December 17, 2012 through December 16, 2013
6. ORDER CUT-OFF DATE: .....Build-out Date: May 15, 2013
7. AUTHORIZED USERS: .....State Agencies and Other Public Bodies
8. CONTRACTOR'S eVA VENDOR NUMBER: .....C12344
9. CONTRACTOR: .....Colonial Ford Truck Sales, Inc.  
1833 Commerce Rd.  
Richmond, VA 23224
10. CONTACT: .....Raymond Bunch  
Telephone: (804) 232-3492  
Fax: (804) 230-1932  
E-mail: [rbunch@colonialtruck.com](mailto:rbunch@colonialtruck.com)
11. TERMS: ..... Net 30
12. DELIVERY: ..... 90 days ARO
13. F.O.B.: .....Richmond, Virginia
14. PRICES & OPTIONS: .....See Last Four Pages of this Contract Document
15. FOR FURTHER CONTRACT INFORMATION CONTACT: .....Cynthia W. Wilson  
Telephone: (804) 786-3853  
E-mail: [Cindy.Wilson@dgs.virginia.gov](mailto:Cindy.Wilson@dgs.virginia.gov)

ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES MAY BE VIEWED AND PRINTED AT THE DPS WEBSITE [www.eva.virginia.gov](http://www.eva.virginia.gov)

NOTICE TO ALL STATE AGENCIES: This contract is the result of a competitive bid program and its use is mandatory for all State Agencies (unless otherwise indicated in item 7 above) in the purchase of any commodity listed herein. If the commodity or services available under this contract cannot be used by an agency, a request to purchase other goods or services of a similar nature shall be submitted to the appropriate DGS/DPS contract/purchase officer for approval. A complete and factual written justification is necessary to support the request. Refer to Section 13.7a of the Agency Procurement and Surplus Property Manual.

NOTE: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

By: Cynthia W. Wilson / Statewide Contract Officer

## INSTRUCTIONS

1. **Purchase orders, with the attached vehicle configurator spreadsheets, will be submitted to the contractor via the Commonwealth of Virginia's electronic procurement system, also known as Eva. The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in Eva executed by the contractor. If this contract is authorized for use by localities, Virginia cities, counties, town and political subdivisions may use this contract only if the orders are placed through Eva.**
2. Inspection on delivery and approval of vendor's invoice is the responsibility of receiving state agency, Virginia City, county, town or political subdivision.
3. Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to the Division of Purchases and Supply for handling with the contractor. Form "Complaint to State Vendor" (DGS-41-024), by which to facilitate the notification of the contractor and this office of complaints, is available from the Division of Purchases and Supply website [www.dgs.state.va.us](http://www.dgs.state.va.us) (Click on DPS icon, click on DPS forms).
4. **Renewals: Four (4), one-year renewals remain.** The decision as to whether to exercise the next renewal option will be made by the contract officer approximately four to six months in advance of the expiration date of the current term.
5. Any changes whether for increases or decreases in pricing, delivery terms or additional options must be approved by the Division of Purchases and Supply in advance of issuance of the purchase order. Disputes between the ordering agency and the vendor will be resolved in accordance with the terms of the contract and any change orders/renewals unless prior approval was granted by DPS.
6. This contract was bid by the vendor with the understanding that the contractor is not required to maintain an inventory of vehicles for this contract. The contractor factory orders the vehicles. Thus, purchasers are encouraged to order vehicles early in the contract cycle. The build out date is the last date that a contractor can order a vehicle. This date is some times adjusted by the manufacturer due to production changes. Please check the build out date before ordering.
7. If you need to cancel an order, cancel it early in the process. After a vehicle has been on order for a short time, (usually about 10 days), the manufacturer will not accept a cancellation. This does not apply to contractor in-stock orders. Vendor shall honor all delivery dates quoted for all in-stock orders.

## **Contract Line Items**

1. **LINE 1: 2013 (or current model year), 1/2 Ton Pickup, Regular Cab, Long Bed 4x4, Flex Fuel**
2. **LINE 2: 2013 (or current model year), 1/2 Ton Pickup, Extended Cab, Short Bed 4x2, Flex Fuel**
3. **LINE 3: 2013 (or current model year), 1/2 Ton Pickup, Extended Cab, Short Bed 4x4, Flex Fuel**
4. **LINE 4: 2013 (or current model year), 1/2 Ton Pickup, 4-Door Crew Cab, Short Bed 4x4, Flex Fuel**

### **GENERAL TERMS AND CONDITIONS**

**VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps) under "Manuals."

### **APP. LAWS AND COURTS**

**APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

### **ANTI-DISCRIMINATION (1 of 2)**

**ANTI-DISCRIMINATION (part 1 of 2):** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E). (continued on part 2)

### **ANTI-DISCRIMINATION (2 of 2)**

**ANTI-DISCRIMINATION (part 2 of 2):** In every contract over \$10,000 the provisions in 1. and 2. below apply: 1.) During the performance of this contract, the contractor agrees as follows: (a.) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. (b.) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer. (c.) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements. 2.) The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

## **ETHICS IN PUBLIC CONTRACTING**

**ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

## **IMMIGRATION REFORM**

**IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

## **DEBARMENT STATUS**

**DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

## **ANTITRUST**

**ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

## **MANDATORY USE OF STATE FORM**

**MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFB's:** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

## **CLARIFICATION OF TERMS**

**CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

## **PRECEDENCE OF TERMS**

**PRECEDENCE OF TERMS:** The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict

between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

## **QUALIFICATIONS**

**QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeree) to perform the services/furnish the goods and the (bidder/offeree) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeree's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeree's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeree) fails to satisfy the Commonwealth that such (bidder/offeree) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

## **TESTING AND INSPECTION**

**TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

## **ASSIGNMENT OF CONTRACT**

**ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

## **CHANGES TO CONTRACT (1 of 2)**

**CHANGES TO THE CONTRACT (part 1 of 2):** Changes can be made to the contract in any of the following ways: (1.) The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. (2.) The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods: (2a.) By mutual agreement between the parties in writing; or (2b.) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or (continued on part 2)

## **CHANGES TO CONTRACT (2 of 2)**

**CHANGES TO THE CONTRACT (part 2 of 2):** (2c.) By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim

nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

## **DEFAULT**

**DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

## **TAXES**

**TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

## **USE OF BRAND NAMES**

**USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

## **TRANSPORTATION AND PACKAGING**

**TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

## **INSURANCE (1 of 3)**

**INSURANCE (part 1 of 3):** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. (continued in part 2)

## **INSURANCE (2 of 3)**

INSURANCE (part 2 of 3) MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS: 1) Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. 2). Employer's Liability - \$100,000. 3) Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy 4). Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.). (continued in part 3)

## **INSURANCE (3 of 3)**

INSURANCE (part 3 of 3): NOTE: In addition, various Professional Liability/Errors and Omissions coverage are required when soliciting those services as follows: Profession/Service /Limits, Accounting /\$1,000,000 per occurrence, \$3,000,000 aggregate Architecture/\$2,000,000 per occurrence, \$6,000,000 aggregate, Asbestos Design, Inspection or Abatement Contractors/ \$1,000,000 per occurrence, \$3,000,000 aggregate, Health Care Practitioner (to include Dentists, Licensed Dental, Hygienists, Optometrists, Registered or Licensed, Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical ,Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.) \$1,750,000 per occurrence, \$3,000,000 aggregate, (Limits increase each July 1 through fiscal year 2008, as follows: July 1, 2005 - \$1,800,000, July 1, 2006 - \$1,850,000, July 1, 2007 - \$1,925,000, July 1, 2008 - \$2,000,000. This complies with §8.01-581.15 of the Code of Virginia. Insurance/Risk Management /\$1,000,000 per occurrence, \$3,000,000 aggregate, Landscape/Architecture/\$1,000,000 per occurrence, \$1,000,000 aggregate, Legal/\$1,000,000 per occurrence, \$5,000,000 aggregate. Professional Engineer/\$2,000,000 per occurrence, \$6,000,000 aggregate, Surveying/\$1,000,000 per occurrence, \$1,000,000 aggregate

## **ANNOUNCEMENT OF AWARD**

ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA website ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.

## **DRUG-FREE WORKPLACE**

DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

## **NONDISCRIMINATION**

NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be



discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

## **eVA REGISTRATION**

**eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

- a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- d. For orders issued July 1, 2013 and after, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30

days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

## **AVAILABILITY OF FUNDS**

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

## **SET ASIDES**

This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.

## **PAYMENT (1 of 4)**

PAYMENT (part 1 of 4): To Prime Contractor: a.) Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations). b.) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however. c.) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed. d.) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act. e.) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed.(Continued on part 2)

## **PAYMENT (2 of 4)**

PAYMENT (part 2 of 4): In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363). 2. To Subcontractors: a.) A contractor awarded a contract under this solicitation is hereby obligated: (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. (continued on part 3)

### **PAYMENT (3 of 4)**

PAYMENT (part 3 of 4): b.) The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth. 3.) Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

### **PAYMENT (4 of 4)**

PAYMENT (part 4 of 4): The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

### **BID PRICE CURRENCY:**

BID PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

### **BUSINESS AUTHORIZATION**

AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

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### **Special Terms And Conditions**

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1. **SCOPE:** The purpose of this invitation for bids is to solicit SEALED bids that will result in a Term Contract or Term Contracts for 2013 or current model year, new, pickup trucks, and necessary services described herein. The specifications are written to meet the needs of the Commonwealth of Virginia and the contract or contracts resulting from this Invitation for Bids (IFB) will be made available for use by all state agencies, institutions of higher education, public bodies and other entities authorized to use the contract or contracts by the Code of Virginia or any other entities as mutually agreed to by all parties.
2. **FLEET NUMBERS:** If required by the manufacturer, all ordering entities are required to have a Fleet Number prior to placing a Vehicle order with the contractor. The contractor shall verify if the ordering entity has an existing number. If the ordering entity does not have a required Fleet Number, the contractor must fully assist them in obtaining one.

3. **TOTAL COST PER VEHICLE:** The Total Cost Per Vehicle shall include all costs for the goods and services to provide the vehicle(s) as described herein, which will include but not be limited to:
- Any associated equipment installation charges that may be applicable (for those items that may not be factory installed)
  - Contractor vehicle prep (to include VA State Inspection)
  - Completed vehicle titling paperwork labor
  - All applicable freight/delivery and preparation
  - Applicable eVA Vendor Transaction fees
  - any costs to transport the vehicle from the installer to Contractor's dealership (any such additional costs shall not be charged as an additional cost to the customer
- a. Extra charges will not be allowed.
4. **AWARD TO MULTIPLE BIDDERS:** The Commonwealth will make awards on a per Lot basis and reserves the right to make up to two (2) awards per Lot as a result of this solicitation. The Lot award(s) will be made to the lowest responsive and responsible bidder(s) that meet the requirements of this solicitation, provided that different vehicle makes and models are offered and it is deemed in the sole opinion of the procuring public body to be in its best interest.

The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the Commonwealth. The award or awards will be made to the lowest responsive, responsible bidder or bidders as applicable. The Commonwealth reserves the right to conduct any test it may deem advisable and to make all evaluations. The Commonwealth reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest. Due consideration will be given to price, quality as judged by tests and previous experience, and of the ability of the bidder(s) to render required services.

The right is reserved to award options either in whole or in part and to designate the option category if awarded; whichever is deemed as necessary and in the best interest of the Commonwealth. The Commonwealth reserves the right to conduct any tests it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

5. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
6. **AUTHORIZED DEALER:** By signing this bid, the Bidder certifies that it is a manufacturer authorized fleet dealer/representative for all equipment it proposes to furnish under any resulting contract. If requested by the Commonwealth, the Bidder shall provide supporting evidence from the manufacturer.
7. **BUILD OUT DATE:** The bidder shall state the build-out date for each model quoted and shall fill all orders placed prior to the build out date. The contractor is permitted to accept orders after the build out date, until the termination date of the resulting contract. Failure to honor an order placed after the build out date is not a breach of the contract.
8. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice

to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

9. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The solicitation/contract will result in multiple purchase order(s) with the eVA transaction fee specified below assessed for each order.
- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
  - b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
    - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
    - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.
  - c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
    - (i) DMBE-certified Small Businesses: 0.75%, Capped at \$500 per order.
    - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, Capped at \$1,500 per order.
  - d. For orders issued July 1, 2013, and after, the Vendor Transaction Fee is:
    - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
    - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal [www.eva.virginia.gov](http://www.eva.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eVA.virginia.gov](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

10. EXTRA CHARGES NOT ALLOWED: The bid price shall be for vehicles listed in solicitation and shall include all applicable freight/delivery and preparation charges; extra charges will not be allowed.
11. PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted for changes in the contractor's cost of providing goods and services. The PRODUCER PRICE

INDEX/INDICES: 141105 TRUCKS, 14,000 lbs. AND UNDER, and other relevant market conditions as approved by DPS, will be used as guides to evaluate requested price changes. Price increases will only be allowed at the time of renewal. Price escalation may be permitted only at the end of this period and only where verified to the satisfaction of the purchasing office. Price adjustments may also be allowed at the introduction of new model year. However, “across the board” price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30day notification period. The contractor shall document the amount and proposed effective date of any general change in the price materials. Documentation shall be supplied with the contractors request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount of percentage of increase which is being passed on to the contractor by the contractors suppliers.

The purchasing office will notify the using agencies and contractor in writing of the effective date of any increases which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

12. PURCHASE VOLUME AND DOLLAR REPORT: The contractor shall furnish the Division of Purchases and Supply (DPS) an annual statement showing the total dollar volume of purchases made under this contract and a report of the total number of each contract item delivered under this contract, separated by ordering entity if requested by the Contract Officer, at approximately 90 days prior to the contract expiration
13. RENEWAL OF CONTRACT: Any contract resulting from this solicitation will be effective for one-year and may be renewed by the Commonwealth upon written agreement of both parties for up to four (4) successive one-year or model year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration. A one-year period may be defined as one model year effective until a subsequent model year is available for purchase. This contract may not exceed 5 model years. Renewals of this contract are at the sole discretion of the Commonwealth.
14. EMBLEMS: The successful bidder shall not attach any advertising emblem or decal anywhere upon the vehicle.
15. PUBLICATIONS: The successful bidder must furnish the following:
  1. New Vehicle Warranty Information Manual, New Vehicle Owner’s Manual, Manufacturer’s Statement of Origin (MSO), Delayed Warranty Start Form, and any other such documents as necessary for delivery. (1 copy each per vehicle)
  2. Each vehicle must be invoiced separately.
16. EMISSIONS CERTIFICATION: Vehicle meets U.S. Government Standards for sale in the Commonwealth of Virginia.
17. WARRANTY: The warranty period must commence when vehicles are actually placed into

service as evidenced by Purchaser's records, rather than commencing upon delivery. The warranty shall include the manufacturer's Bumper to Bumper Warranty (minimum 3 years or 36,000 miles). Also to include all standard manufacturer's vehicle warranty coverage warranty such as the Safety Restraint System, Corrosion Coverage Warranty, Emissions Defect Warranty, and Emissions Performance Warranty.

18. CONTRACTOR PREPARATION: Vehicles must be delivered clean and complete and ready for service including a current Virginia State Inspection. New vehicle service preparation must be performed by the contractor according to the manufacturer's specifications. Each vehicle must be delivered with a half (1/2) tank of gas. Vehicles delivered without proper contractor preparation must be picked up, serviced, and re-delivered by the contractor.

Contractor vehicle preparation must be performed by contractor prior to delivery. Include in bid the cost of usual pre-delivery inspections.

19. DELIVERY LOCATIONS AND TIMES: Vehicles shall be delivered to various state agencies, cities, counties, towns and political subdivisions throughout the State as required and indicated in the purchase order. Normal hours for delivery shall be between the hours of 8:30AM and 4:30 PM, except on official state holidays and periods of shut down, unless otherwise instructed by the purchaser. The Vendor shall clarify and coordinate deliveries with the purchaser.

20. DELIVERY TERMS: No charge to any delivery point with a Richmond address. All other orders will be delivered as described elsewhere in the IFB. Each vehicle delivered shall be checked for compliance with the specifications. If any deviations from the specifications, damage, or improper contractor preparation exist, the invoice will not be approved for payment until the contractor corrects all defects.

21. DELIVERY CHARGES: The contractor shall provide delivery for the product(s) purchased in accordance with the following:

Distance: Shall be calculated by the number of actual miles from the contractor's physical address to the delivery point specified by the ordering entity. Mileage shall be determined using Yahoo (maps and directions) at <http://maps.yahoo.com>; with the results rounded up to the next whole mile.

Included Miles - Distance *equal to or less* than 150 miles and all deliveries to DGS Office of Fleet Management Services (OFMS) in Richmond Virginia: Vehicle(s) shall be delivered FOB Destination, freight included. No extra charges permitted.

Additional Mileage - Distance *equal to or more* than 151 miles: The contractor may add an additional delivery charge of no more than \$0.60 per mile of the difference between the actual total distance minus 150 included miles. (*Example: Actual total distance= 162 miles, minus 150 included miles, equals 12 miles applicable to an additional delivery charge per vehicle.*)

Bidders shall provide the additional delivery rates in accordance with the Pricing Schedule and as follows;

Single purchase orders for multiple vehicles: Bidders should offer a reduced delivery rate for multiple vehicles ordered on any single purchase order. The regular rate provided must be *equal to or less* than \$0.60 per mile applicable to the first vehicle and any reduced rates should apply to subsequent vehicles on the same purchase order. Partial shipments of any single order made at the option of the Vendor shall not change delivery charges.

Multiple purchase orders: If the contractor delivers multiple vehicles ordered on different

purchase orders in a single shipment, the vendor should extend the reduced delivery rate(s) to the ordering entity. The Contractor must have prior written approval from the ordering entity and obtain any necessary change orders.

Additional delivery rates shall not apply to any vehicle ordered by OFMS.

22. DELIVERY LEAD TIME: Bidders shall provide a delivery lead time, after receipt of order (ARO), in the "Delivery Date" section of the solicitation. This lead time shall be for orders placed prior to the build-out date. Any orders placed from the vendor's in-stock inventory shall be delivered within 30 calendar days or less.
23. NAME OF MANUFACTURER AND SHIPPING POINT: The bidder shall supply the name and address of the manufacturer of each item offered and the shipping point where indicated in the solicitation.
24. BUILD-OUT/ORDER CUT OFF DATE: The build-out date also considered the order cut-off date; is typically set by the manufacturer and is the latest date the Contractor can place an order with the factory. The bidder shall state the manufacturer's build-out date. The build-out date is subject to change by the manufacturer. Failure to honor an order placed after the build-out date that requires the Contractor to place an order with the factory is not a breach of contract.
25. OPTIONS: Any options listed on any award will be authorized for use by all authorized users of the contract. No changes to the options will be permitted without a formal contract change issued by the DPS Contract Officer. The Commonwealth reserves the sole right to determine what options, if any, will be part of the award; to award options either in whole or in part; to designate the Option category if awarded; and make any changes as it deems necessary. No other vehicle type, trim level or options will be available to purchase under this contract unless otherwise stated or exempted by DPS.

Discount percentages (both Manufacturer's and Contractor's discount percentage off options), shall remain firm throughout initial period of the contract and all subsequent renewals.

Unless an option is specifically identified in the bid as a dealer installed option, all options shall be factory installed. Further if the factory installed option includes more features than specified in the bid, the additional features shall be considered as required by the resulting contract. The options listed shall be based on the Manufacturer Suggested Retail Price (MSRP) for each option listed and include all charges including but not limited to installation and delivery charges. Features included in base vehicle price which are being deleted or changed in order to upgrade or accept listed options must reflect credit at actual cost originally calculated in base price of vehicle.

The Commonwealth reserves the right to award any, all or select, specific options. The Commonwealth, in its sole opinion, shall determine which options shall be available for purchase by state agencies and which options shall be available to purchase by public bodies, as appropriate.

26. MISCELLANEOUS: Vehicle to be furnished shall conform to all applicable Federal and Motor Vehicle Safety Standards and all equipment shall conform to Title 46.2, Chapter 10, of the Code of Virginia and shall include a valid State Inspector Sticker. No contractor identifications such as sticker, decal, metal emblem and so forth will be accepted on automobiles furnished under this contract.
27. TAXES: No Federal Tax is to be included in bid, including tires. Tax Exemption Registration number will be furnished.



28. LICENSE: Thirty day license tags shall be furnished with the vehicle.
29. TITLE PAPERS: All papers for titling purposes shall be delivered with the vehicle.
30. ORDERING: The parties agree that all orders issued under this contract by the Ordering Agency shall be processed through eVA. Orders against this contract which are not processed through eVA are not in compliance with the terms and conditions of this contract and Contractors receiving such non-eVA orders shall request the Ordering Agency to resubmit the order through eVA. If the contractor accepts an order under this contract, where the order has not been processed through eVA, the contractor will be in breach of contract. If an Ordering Agency issues an order which is not processed through eVA, but purports to be authorized by this contract, the Ordering Agency employees may be found in violation of Section 2.2-4376 of the Code of Virginia. Section 2.2-4376 prohibits public employees from knowingly making false statements or misrepresentations, and from using documents known to contain false statements or misrepresentations.
31. CONTRACTOR GENERATED ORDER CONFIRMATION: Contractors awarded items against this contract are required to send the ordering agency an electronic/written confirmation of receipt of the purchase order to include confirmation of the options, color choices, etc. being placed. eVA's automated email confirmation functionality may not be used to confirm orders. This applies to all orders issued against this contract. This information must be completed within 10 days after receipt of order and must indicate the date the order was placed with the manufacturer. Confirmations should be emailed to the "Ordering Person" address shown on the order and to the attention of the contact person listed. Each vehicle must be invoiced separately.
32. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
33. QUANTITIES: Quantities set forth in the solicitation were estimates only, and the contractor shall supply at bid prices and actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
34. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation.
35. PRODUCT AVAILABILITY/SUBSTITUTION: Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contract Officer. The Agency may, at its discretion, require the contractor to provide a substitute item of equivalent or better quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.
36. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business

entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

37. FINANCIAL WARRANTY: Contractor shall ensure that the prices, discounts, incentives, and other financial terms (collectively, the "financial deal") applicable to purchases under this Contract is always at least as favorable to the purchaser as the financial deal that the Contractor or its affiliates make available to any public body in Virginia for the same good(s)/service(s) outside this Contract. Throughout the term of this Contract, if Contractor (or any affiliate) makes a better financial deal available to a public body in Virginia for any good(s)/service(s) available under this Contract, Contractor shall immediately notify DGS of the details and, at DGS's option, sign an amendment to this Contract, so that an equivalent financial deal for the affected good(s)/service(s) is also available as an option under this Contract. Contractor may request exemption if the better financial deal was for a spot purchase, and DGS shall grant such request if DGS in good faith finds that the spot purchase involved special circumstances affecting cost that would make it unfair to apply an equivalent financial deal outside of that spot purchase. Upon DGS's request (and annually on August 1), Contractor shall submit to DGS an affidavit certifying full compliance with this Section. The Contractor (and any affiliate) shall waive any contractual or other right that inhibits any public body in Virginia from disclosing to DGS or others the financial terms made available to the public body, and upon request from DGS, Contractor shall ensure that a signed confirmation of the waiver is provided to the public body and DGS. As used in this Section, an affiliate is any entity that controls, is controlled by, or is under common control with, the Contractor.

**COMMONWEALTH OF VIRGINIA**  
**Department of General Services**  
**Division of Purchases and Supply**

**ORIGINAL IFB E194-1648 SPECIFICATIONS**

This specification is for 2013 or current year model, Half Ton Pickup Trucks. The specifications are written to meet the needs of the Commonwealth of Virginia; however, the contract resulting from this bid will be made available for use by all state agencies, institutions of higher education, public bodies and other entities authorized to use the contract by the Code of Virginia or any other entities as mutually agreed to by all parties.

The requirements below are for the base vehicle. All components, unless otherwise required by these specifications, shall be the standard or optional equipment specifically advertised and installed by the manufacturer for the vehicle which the bidder proposes to furnish. The only source of information in determining whether or not the equipment is specifically advertised for the vehicle being offered shall be the manufacturer's published vehicle literature.

Any equipment called for in these specifications which is not listed by the manufacturer as standard or optional for the model being offered is subject to buyer approval.

NOTE: Not all equipment required by this specification is factory installed. Certain items are not available from the Manufacturer. It is your responsibility to review the specifications in detail to insure that you have outside sources of supply where necessary and the capability to fulfill the dealer installation for these items.

Vehicles and equipment must conform to the requirements set forth below. Minimum requirements are stated for certain equipment and may be exceeded, subject to buyer approval.

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**LINE 1: ONE-HALF TON PICKUP TRUCK, REGULAR CAB, LONG BED, 4 X 4**

Item No.	Feature	Description
1	<b>Model:</b>	2013 or current year model, New, Full Size ½ Ton Pickup Truck, Regular Cab, Long Bed, 4 x 4
2	<b>GVWR:</b>	6000 lbs minimum, Not to exceed 7350 lbs maximum
3	<b>Wheelbase:</b>	133.0" minimum
4	<b>Engine:</b>	Eight (8) Cylinder, Flexible Fuel Engine
5	<b>Axle/Springs/Frame:</b>	As required for vehicle GVWR
6	<b>Transmission</b>	Automatic Transmission
7	<b>Transmission Cooling:</b>	Auxiliary air to oil transmission cooler as available from the manufacturer or dealer
8	<b>Steering:</b>	Power steering, adjustable tilt-wheel
9	<b>Brake System:</b>	Anti-lock Braking System (ABS)
10	<b>Restraint system:</b>	Front driver and front passenger air bags required
11	<b>Body:</b>	Double wall Straight side body, minimum 8 ft. bed

		Rear step bumper
12	<b>Fuel System:</b>	Manufacturer's standard fuel tank
13	<b>Tires:</b>	Manufacturer's standard tire. All primary tires and wheels shall be identical (i.e., no cross brands or models). Each vehicle shall be equipped with a full-size spare tire, jack and lug wrench. Spare tire may be mounted on a traditional steel wheel. All tires and wheels shall be properly balanced.
14	<b>Mirrors:</b>	Manufacturer's standard right/left exterior mirrors, for towing pkg.
15	<b>Radio:</b>	AM/FM Stereo
16	<b>Air Conditioning:</b>	Manufacturer's standard factory installed air conditioner
17	<b>Windshield Wipers:</b>	Electric, two speed, with intermittent wipe and washer system
18	<b>Glass:</b>	All glass shall be standard factory tinted
19	<b>Rear Window:</b>	Fixed
20	<b>Instrumentation:</b>	Factory installed gauges and dome light. Cruise Control
21	<b>Towing:</b>	Tow Package including Class III receiver and HD Flasher. Locking or limited slip rear differential. Skid Plates
22	<b>License plate bracket:</b>	Vehicle shall be preconfigured for front and rear license plates or equipped with front and rear license plate brackets.
23	<b>Keys:</b>	Two (2) complete sets of keys shall be furnished with each vehicle. If applicable, provide vehicle key codes.
24	<b>Color:</b>	Manufacturer's standards

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## LINE 2: ONE-HALF TON PICKUP TRUCK, EXTENDED CAB, SHORT BED, 4 X 2

Item No.	Feature	Description
1	<b>Model:</b>	2013 or current year model, New, Full Size ½ Ton Pickup Truck, Extended Cab, Short Bed, 4 x 2
2	<b>GVWR:</b>	6000 lbs minimum, not to exceed 7350 lbs maximum
3	<b>Wheelbase:</b>	140.0" minimum
4	<b>Engine:</b>	Eight (8) Cylinder, Flexible Fuel Engine
5	<b>Axle/Springs/Frame:</b>	As required for vehicle GVWR
6	<b>Transmission</b>	Automatic Transmission
7	<b>Transmission Cooling:</b>	Auxiliary air to oil transmission cooler as available from the manufacturer or dealer
8	<b>Steering:</b>	Power steering, adjustable tilt-wheel
9	<b>Brake System:</b>	Anti-lock Braking System (ABS)
10	<b>Restraint system:</b>	Front driver and front passenger air bags required
11	<b>Body:</b>	Double wall Straight side body, minimum 6 ft Bed Rear step bumper
12	<b>Fuel System:</b>	Manufacturer's standard fuel tank

13	<b>Tires:</b>	Manufacturer's standard tire. All primary tires and wheels shall be identical (i.e., no cross brands or models). Each vehicle shall be equipped with a full-size spare tire, jack and lug wrench. Spare tire may be mounted on a traditional steel wheel. All tires and wheels shall be properly balanced.
14	<b>Mirrors:</b>	Manufacturer's standard right/left exterior mirrors, for towing pkg.
15	<b>Radio:</b>	AM/FM Stereo
16	<b>Air Conditioning:</b>	Manufacturer's standard factory installed air conditioner
17	<b>Windshield Wipers:</b>	Electric, two speed, with intermittent wipe and washer system
18	<b>Glass:</b>	All glass shall be standard factory tinted
19	<b>Rear Window:</b>	Fixed
20	<b>Instrumentation:</b>	Factory installed gauges and dome light. Cruise Control
21	<b>Towing:</b>	Tow Package including Class III receiver and HD Flasher.
22	<b>License plate bracket:</b>	Vehicle shall be preconfigured for front and rear license plates or equipped with front and rear license plate brackets.
23	<b>Keys:</b>	Two (2) complete sets of keys shall be furnished with each vehicle. If applicable, provide vehicle key codes.
24	<b>Color:</b>	Manufacturer's standards

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### LINE 3: ONE-HALF TON PICKUP TRUCK, EXTENDED CAB, SHORT BED, 4 X 4

Item No.	Feature	Description
1	<b>Model:</b>	2013 or current year model, New, Full Size ½ Ton Pickup Truck, Extended Cab, Short Bed, 4 x 4
2	<b>GVWR:</b>	6000 lbs minimum, not to exceed 7350 lbs maximum
3	<b>Wheelbase:</b>	140.0" minimum
4	<b>Engine:</b>	Eight (8) Cylinder, Flexible Fuel Engine
5	<b>Axle/Springs/Frame:</b>	As required for vehicle GVWR
6	<b>Transmission</b>	Automatic Transmission
7	<b>Transmission Cooling:</b>	Auxiliary air to oil transmission cooler as available from the manufacturer or dealer
8	<b>Steering:</b>	Power steering, adjustable tilt-wheel
9	<b>Brake System:</b>	Anti-lock Braking System (ABS)
10	<b>Restraint system:</b>	Front driver and front passenger air bags required
11	<b>Body:</b>	Double wall Straight side body, minimum 6 ft. Bed Rear step bumper
12	<b>Fuel System:</b>	Manufacturer's standard fuel tank
13	<b>Tires:</b>	Manufacturer's standard tire. All primary tires and wheels shall be identical (i.e., no cross brands or models). Each vehicle shall be equipped with a full-size spare tire, jack and lug wrench. Spare tire may be mounted on a traditional steel wheel. All tires and wheels shall be properly balanced.

14	<b>Mirrors:</b>	Manufacturer's standard right/left exterior mirror, for towing pkg.
15	<b>Radio:</b>	AM/FM Stereo
16	<b>Air Conditioning:</b>	Manufacturer's standard factory installed air conditioner
17	<b>Windshield Wipers:</b>	Electric, two speed, with intermittent wipe and washer system
18	<b>Glass:</b>	All glass shall be standard factory tinted
19	<b>Rear Window:</b>	Fixed
20	<b>Instrumentation:</b>	Factory installed gauges and dome light. Cruise Control
21	<b>Towing:</b>	Tow Package including Class III receiver and HD Flasher. Locking or limited slip rear differential. Skid Plates
22	<b>License plate bracket:</b>	Vehicle shall be preconfigured for front and rear license plates or equipped with front and rear license plate brackets.
23	<b>Keys:</b>	Two (2) complete sets of keys shall be furnished with each vehicle. If applicable, provide vehicle key codes.
24	<b>Color:</b>	Manufacturer's standards

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#### **LINE 4: ½ TON PICKUP TRUCK – 4 DOOR CREW CAB – SHORT BED – 4X4 - FLEX FUEL**

Item No.	Feature	Description
1	<b>Model:</b>	2013 or current year model, New, Full Size ½ Ton Pickup Truck, 4 door Crew Cab, Short Bed, 4 x 4 – Flex Fuel
2	<b>GVWR:</b>	Not to exceed 7350 lbs
3	<b>Wheelbase:</b>	140.0" minimum
4	<b>Engine:</b>	Eight (8) Cylinder, Flexible Fuel Engine
5	<b>Axle/Springs/Frame:</b>	As required for vehicle GVWR
6	<b>Transmission</b>	Automatic Transmission
7	<b>Transmission Cooling:</b>	Auxiliary air to oil transmission cooler as available from the manufacturer or dealer
8	<b>Steering:</b>	Power steering, adjustable tilt-wheel
9	<b>Brake System:</b>	Anti-lock Braking System (ABS)
10	<b>Restraint system:</b>	Front driver and front passenger air bags required
11	<b>Body:</b>	Double wall Straight side body, minimum 5ft.6in. Bed Rear step bumper
12	<b>Fuel System:</b>	Manufacturer's standard fuel tank
13	<b>Tires:</b>	Manufacturer's standard tire. All primary tires and wheels shall be identical (i.e., no cross brands or models). Each vehicle shall be equipped with a full-size spare tire, jack and lug wrench. Spare tire may be mounted on a traditional steel wheel. All tires and wheels shall be properly balanced.
14	<b>Mirrors:</b>	Manufacturer's standard right/left exterior mirrors, for towing pkg.
15	<b>Radio:</b>	AM/FM Stereo
16	<b>Air Conditioning:</b>	Manufacturer's standard factory installed air conditioner

<b>17</b>	<b>Windshield Wipers:</b>	Electric, two speed, with intermittent wipe and washer system
<b>18</b>	<b>Glass:</b>	All glass shall be standard factory tinted
<b>19</b>	<b>Rear Window:</b>	Fixed
<b>20</b>	<b>Instrument-ation:</b>	Factory installed gauges and dome light. Cruise Control
<b>21</b>	<b>Towing:</b>	Tow Package including Class III receiver and HD Flasher.
<b>22</b>	<b>License plate bracket:</b>	Vehicle shall be preconfigured for front and rear license plates or equipped with front and rear license plate brackets.
<b>23</b>	<b>Keys:</b>	Two (2) complete sets of keys shall be furnished with each vehicle. If applicable, provide vehicle key codes.
<b>24</b>	<b>Color:</b>	Manufacturer's standards

**LINE 1: Pricing Schedule 2013 1/2 Ton Pickup,  
Regular Cab, Long Bed 4x4, Flex Fuel**

Option Description	Option Code	Options Contract Price (after 10% off MSRP)
<b>BASE VEHICLE PRICE:</b>		
Price of Base Vehicle: 2013 Ford F150: 1/2 ton Pickup Truck, Regular Cab, Long Bed 4x4, Flex Fuel	F1E	\$20,567.86
<b>OPTIONAL EQUIPMENT:</b>		
Fog Lamps	595	126.00
Power Group	85A	855.00
Drop-in Bedliner, Under the Rail	DLR-1	225.00
Black Platform Running Boards	18A	225.00
Manual Sliding RR Window	433	202.50
Daytime Running Lights	942	40.50
<b>Localities Only:</b> For Additional Options, Contact Dealer		
% Discount for Factory and Dealer Installed Options		10% off MSRP



**LINE 2: Pricing Schedule 2013 1/2 Ton Pickup,  
Extended Cab, Short Bed 4x2, Flex Fuel**

Option Description	Option Code	Options Contract Price (after 10% off MSRP)
<b>BASE VEHICLE PRICE:</b>		
Price of Base Vehicle: 2013 Ford F150: 1/2 ton Pickup Truck, Extended Cab, Short Bed 4x2, Flex Fuel	X1C	\$19,773.11
<b>OPTIONAL EQUIPMENT:</b>		
Fog Lamps	595	126.00
Power Group	85A	1,035.00
Drop-in Bedliner, under the rail	DLR-1	427.50
Black Platform Running Boards	18A	225.00
Manual Sliding RR Window	433	202.50
Daytime Running Lights	942	40.50
<b>Localities Only:</b> For Additional Options, Contact Dealer		
% Discount for Factory and Dealer Installed Options		10% off MSRP

**LINE 3: Pricing Schedule 2013 1/2 Ton Pickup,  
Extended Cab, Short Bed 4x4, Flex Fuel**

Option Description	Option Code	Contract Price (after 10% off MSRP)
<b>BASE VEHICLE PRICE:</b>		
Price of Base Vehicle: 2013 Ford F150: 1/2 ton Pickup Truck, Extended Cab, Short Bed 4x4, Flex Fuel	X1E	23,214.03
<b>OPTIONAL EQUIPMENT:</b>		
Fog Lamps	595	126.00
Power Group	85A	1035.00
Drop-in Bedliner	DLR-1	225.00
Black Platform Running Boards	18A	225.00
Manual Sliding RR Window	433	202.50
Daytime Running Lights	942	40.50
<b>Localities Only:</b> For Additional Options, Contact Dealer		
% Discount for Factory and Dealer Installed Options		10% off MSRP

<b>LINE 4: Pricing Schedule 2013 1/2 Ton Pickup, 4-Door Crew Cab, Short Bed 4x4, Flex Fuel</b>		
<b>Option Description</b>	<b>Option Code</b>	<b>Contract Price (after 10% off MSRP)</b>
<b>BASE VEHICLE PRICE:</b>		
Price of Base Vehicle: 2013 Ford F150: 1/2 ton Pickup Truck, 4-Door Crew Cab, Short Bed 4x4, Flex Fuel	W1E	\$26,111.96
<b>OPTIONAL EQUIPMENT:</b>		
3.55 Limited Slip Axle	XH9	315.00
Skid Plates	413	144.00
Fog Lamps	595	126.00
Drop-in Bedliner, under the Rail	DLR-1	225.00
Black Platform Running Boards	18A	225.00
Manual Sliding RR Window	433	202.50
Daytime Running Lights	942	40.50
<b>Localities Only:</b> For Additional Options, Contact Dealer		
% Discount for Factory and Dealer Installed Options		10% off MSRP